



## TOS Grant Award Terms and Conditions

Listed below for your review are The Obesity Society (TOS) Grant Funding Agreement Terms & Conditions. We believe that these Terms and Conditions clearly delineate expectations placed on awardees without being overly burdensome to any of the parties involved. It is our practice not to approve any requests to modify these Terms & Conditions as doing such creates an excessive administrative burden for TOS staff and greatly delays the funding process.

**Grant Award:** TOS will fund a grant, in accordance with TOS's payment and schedule regulations as set out in the Grant Acceptance Letter for the type of Grant, to the Institution for the Research Project submitted by the Awardee and Institution. The Institution is responsible for disbursing funds to the Awardee (typically the Principal Investigator and Co-Investigator(s), if applicable). In accepting a Grant from TOS, the Awardee and the Institution assume the obligation to expend the funds for the purposes as set forth in the Research Project application submitted to TOS, and in accordance with the regulations and the policies governing TOS's grant programs or, where not specified, consistent with the policies and practices of the Institution. There can be no duplicate funding for the Research Project, meaning TOS will provide no more than one Award for each Research Project. Grants are disbursed in United States Dollar currency only. Currency conversion fees are not included in the grant funding. Awardee and Institution are responsible for all currency conversion fees.

**Grant Period:** The period for the grant starts and ends on the dates set out in the call for submissions as well as the Grant Acceptance letter sent by TOS to the Awardee or Institution.

**TOS Membership Requirement:** The Awardee (and Mentor where appropriate) must maintain an active TOS membership throughout the duration of the grant period.

**Financial Report:** For grants (project support), the Fiscal Officer of the Institution must provide TOS with a Financial Report co-approved by the Awardee by the date set out in the Grant Acceptance letter, or immediately following the end (within 90 days) of each year of the funding period if no date is set in the Grant Acceptance letter. Financial Reports must be completed using the United States Dollar as currency. The Institution must, upon prior notice, make accounting records of disbursements made from TOS's grant funds available to TOS representatives.

**Scientific Report:** Each year during the funding period, on or before the date in the Grant Acceptance letter, or at the end (in the last 30 days) of each year of the funding period if no date is set in the Grant Acceptance letter, the Awardee must submit a Scientific Report of the Awardee's accomplishments and activities. Scientific Reports, oral or written, will be required by TOS, depending on the grant category. In the final year of the grant, the Awardee must include in the Scientific Report a list of articles published or accepted for publication plus a summary of the Research Project results. Additional reporting may be required if set forth in the Request For Applications for this grant.

**Reports and Other Correspondence:** All reports and correspondence must be delivered to TOS in accordance with TOS's standard operating procedures, including without limitation, electronic submissions.

**TOS's Non-Receipt of Reports:** If the Financial Report or Scientific Report is not received by the date due, TOS may withhold all future grant payments until receipt of the report. In addition, the final payment (or some lesser amount determined by TOS) of the grant funds may be withheld until all required reports have been received by TOS. All withheld grant payments revert to TOS if TOS has not received all required reports within six months after the grant period ends. Additionally, non-receipt of reports may also result in the awardee and/or Institution not being eligible for future support from TOS

**Grant Transfers:** The Awardee must obtain TOS's prior written approval for a transfer of grant funds to another institution. If approval is not obtained, the grant funding terminates on the date the Awardee leaves or ceases to work at the Institution.

**Attribution:** It is the responsibility of the Awardee, the Sponsor and the host Institution to ensure that TOS support is properly acknowledged in all presentations (including oral or poster presentations, news releases, interviews with reporters and all other communications) and publications resulting from work carried out during the tenure of their Award. To enable the accurate evaluation of outcomes from TOS research investments, it is critical that acknowledgements mention TOS as the funding organization, as well as the specific grant ID number and the names of each author supported by each TOS grant. The recommended format follows: **"THIS WORK WAS SUPPORTED BY A GRANT FROM THE OBESITY SOCIETY / AWARDEE NAME / AWARD YEAR."** If more than one TOS Award supported the published research, then each Award should be cited separately with the grant ID and name(s) of supported authors.

**Publicity:** The Awardee and Institution will not permit release of any publicity regarding the grant or the Research Project without prior review and approval from TOS. Also, by accepting this grant the Institution agrees to include and identify TOS as a funder/benefactor on any and all reports, either public or private, that detail the Institution's list of donors.

**Abstract Submission:** Since TOS Grants are made possible through voluntary contributions by donors, research results should be made available to the public promptly, either by presentation to scientific societies or publication in scientific journals. Each TOS Awardee is strongly encouraged to submit the results of his/her TOS-funded work to ObesityWeek<sup>®</sup>, submission fees will be waived for awardees submitting abstracts reporting results from these grants for a period of two years beyond the end date to the grant.

**Leave of Absence/Early Termination:** The Awardee or the Institution's department head will promptly notify TOS if, for any reason, the Awardee will be absent longer than 60 days from the Research Project. The Grant terminates if TOS does not approve this absence or the Awardee discontinues the Research Project. If the Principal Investigator (or Co-Investigator(s) if applicable) is absent from the Research Project, and TOS does not receive notice of such absence for a period of 60 days or longer, then TOS may require the full repayment of the grant.

**Department Head Change:** The Institution and Awardee will promptly notify TOS of a department head change at the Institution.

**Change in Principal Investigator or Co-Investigator(s) if applicable:** Changes of Principal Investigator on career development awards and career recognition awards is prohibited. A permanent change of Principal Investigator or co- Principal Investigator for research project-based awards or Sponsor for fellowship awards must be approved in advance in writing by TOS.

**Title to Equipment:** Title to equipment purchased with TOS Award funds shall be vested in the Institution where the Awardee is conducting research with the explicit understanding that such equipment is for use by the Awardee during the term of the grant, which includes any authorized extension. If TOS approves the transfer of a grant to another Institution, equipment purchased with TOS grant funds will be transferred and title to the equipment vested in the new Institution for the specific use by the designated Awardee. Permanent vesting will be in the Institution where the Research Project is completed or terminated.

**Ethical Issues:** Prior to TOS's disbursement of any monies from the grant, the Executive Officer of the sponsoring Institution and the Awardee must affirm that research involving human or animal experimentation: 1) has been endorsed by a committee on clinical investigation, or other clearly designated appropriate body, of the sponsoring Institution; 2) that any research involving human subjects will conform ethically with the guidelines prescribed by the National Institutes of Health (NIH) including the provision of suitable explanation to human subjects or their guardians concerning the experimental design and all significant hazards, so that they may be in a position to provide appropriate informed consent prior to the investigations; 3) that research involving animals will conform with the current Guide for the Care and Use of Laboratory Animals, NIH publication, DHHS/USPHS, and with federal laws and regulations, and has been approved by the Institution's Animal Care and Use Committee; and 4) that wherever applicable, the research protocol will be reviewed and approved by the Institution's biohazards committee, as well as conforming to NIH guidelines.

**Independent Contractor:** The nature of this arrangement is a funding agreement, and no employment or agency relationship is created between TOS and the Awardee or Institution.

**Liability:** TOS is not responsible for any claim, judgment, award, damages, settlement, negligence or malpractice arising from the Research Project or investigation related to this Award. The Awardee and Institution acknowledge responsibility for the conduct of research or investigations related to this Award, and release TOS from all claims or liability that may arise from the conduct of research or investigations related to this grant resulting from any act or omission on the part of the Awardee and Institution, their employees, agents, or representatives to the extent allowed by applicable law. TOS reserves the right to modify the terms or conditions of this Agreement upon twelve months prior written notice to the Awardee and Institution.

**Use of Awardee Information:** The Awardee and Institution give TOS the right to reveal their names and other award information in any TOS web content, publications, programs, promotional, advocacy and fundraising efforts. TOS will not use the names of Awardee and Institution to endorse or oppose TOS's products or services, without the express written permission from Awardee and Institution.

**Reporting Scientific Accomplishments and Career Progress:** Awardees are required to promptly respond to all requests from TOS for updates on their scientific accomplishments, impact they have made to their science areas, and career progress.

**Applicable Law:** This Agreement and all adversarial proceedings arising out of this Agreement, shall be governed by the substantive laws of the State of Maryland, without reference to its conflict of laws provisions. However, if Institution is a governmental entity or state institution, this Agreement shall be interpreted and construed under the substantive laws of the state in which the Institution resides without respect to its conflict of law principles.

**Termination:** In addition to the early termination provisions stated in the Grant Transfers and Leave of Absence/Early Termination sections above, TOS may terminate this Grant Agreement at any time without liability upon ninety (90) day written notice to Awardee if TOS reasonably determines that continuing the grant would materially damage the reputation of TOS or would not further TOS's mission as a publicly supported charitable organization. In the event of this termination TOS reserves the right to withhold any further funding disbursement from the date of termination.

**Survival:** The sections on TOS's Non-Receipt of Reports, Attribution, Inventions, and Liability all survive termination of this Award.

**Entire Agreement:** This Agreement and any attachments, constitute the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, whether oral or written, and all negotiations, letters, other papers and documents, except as specifically incorporated by reference herein.

Updated: 06.11.24